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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
 IN AND FOR THE COUNTY OF KING

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6, on behalf on the employees it represents  Plaintiff,  v.  HUNTLEIGH USA CORPORATION, a corporation  Defendants.	No.  <b>COMPLAINT</b>
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Plaintiff, Service Employees International Union, Local 6 (“SEIU6”) alleges:

**I. PARTIES**

1.1 SEIU6 is a labor organization with its primary offices located at 3720 Airport Way S, Seattle, WA 98134. SEIU 6 represents a bargaining unit of property service workers employed by the defendant Huntleigh USA Corporation. (“Huntleigh”). SEIU6 brings this action in its associational capacity on behalf of its members employed by the Defendant for whom it is the exclusive bargaining representative, pursuant to RCW 41.56 and RCW 74.39A.270.

1.2 Defendant Huntleigh, USA (“Huntleigh”) is a security services business based in Seatac, King County, Washington, which employs a bargaining unit of employees represented by SEIU6.



1 SEIU6, and (c) none of the claims asserted require the participation of individual aggrieved  
2 workers.

3 3.6 Defendant has not provided SEIU6 SeaTac located bargaining unit members with  
4 lump sum payments of unused and accrued sick and safe leave time at the end of calendar year  
5 2019 or at the end of calendar year 2020, as required under SeaTac Municipal Code 7.45.020. By  
6 this failure, Defendants have violated and continue to violate the rights of its employees.

#### 7 **IV. CAUSE OF ACTION**

##### 8 **VIOLATION OF SEATAC MUNICIPAL CODE 7.45.020**

9 Plaintiff restates and realleges the allegations set forth in paragraphs 1.1 through 3.6  
10 above.

11 4.1 Defendant's failure to provide lump sum payments of unused compensated time  
12 at the end of the calendar year constitutes violations of SeaTac Municipal Code 7.45.020(A) and  
13 (D).

14 4.2 As a result of Defendant's acts and omissions, Plaintiff's members have been  
15 damaged in amounts as will be proven at trial.

#### 16 **V. PRAYER FOR RELIEF**

17 5.1 WHEREFORE, Plaintiff requests that this Court enter an order granting it the  
18 following relief:

19 A. Damages for unpaid wages in amounts to be proven at trial, inclusive of unpaid lump  
20 sum payments of unused and accrued sick and safe leave time;

21 B. Exemplary damages in amounts equal to twice the unpaid wages due to class  
22 members, pursuant to RCW 49.52.070;

23 C. Attorney's fees and costs pursuant to RCW 49.48.030 and RCW 49.52.070;

24 D. Prejudgment interest;

1 E. Such other and further relief as the Court deems just and proper.

2 Dated this 24th day of May, 2021.

3 s/Kathleen Phair Barnard

Kathleen Phair Barnard, WSBA No. 17896

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